

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Lehman Brothers Holdings Inc.

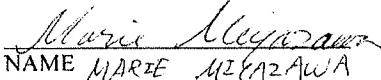
Case No. 08-13555 (JMP)
Court ID (Court Use Only) _____

**NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY
PURSUANT TO BANKRUPTCY RULE 3001(E)(2)**

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee: UBS AG, London Branch	Name of Transferor: Capital Partners Securities Co., Ltd.
Notices to Transferee should be sent to: UBS AG, London Branch 1 Finsbury Avenue London EC2M 2PP England Attn: Kazuya Ichikawa and Marie Miyazawa (Tokyo)	Court Record Address of the Transferor: (Court use only)
Last Four Digits of Acct.#:	Last Four Digits of Acct.#:
Name and Address where transferee payments should be sent (if different from above):	Name and Current Address of Transferor Capital Partners Securities Co., Ltd. Asahi Building, 6th Floor 3-12-2, Nihonbashi, Chuo-ku Tokyo 103-0027 Attn: Kunihiko Shimoda
Claim Amount: \$379,741 principal amount, corresponding to 22.22222% of ISIN XS0305127150	Note: This is a partial transfer of claim. See Schedule 1 to annexed Evidence of Transfer.
Court Claim No. (if known): 62783.81	
Date Claim Filed: November 2, 2009	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
NAME MARIE MIYAZAWA

Date: 6th July, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 &3571.

As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptcy Rule 3001(e).

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Capital Partners Securities Co., Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's and all prior sellers' right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of June 22, 2012 (the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the any prior sellers.

The Purchased Claim was transferred from Predecessor to Lehman Brothers Japan Inc. as evidenced at docket #18840 and by Lehman Brothers Japan Inc. to Seller as evidenced at docket number #19948 in the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount, dated August 29, 2011, which relates to the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed

Allowed Claim Amount or other Notice of Proposed Allowed Claim Amount; (h) all predecessor agreements contain provisions pursuant to which the respective prior sellers waive any objection to the transfer of the Transferred Claims to transferees including the Purchaser; (i) there are no objections to the Transferred Claims, and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents, and there are no documents received by any prior seller or Seller that are material or adverse to the Transferred Claims which have not been provided by Seller to the Purchaser; (j) Purchaser is entitled to transfer its rights and its obligations hereunder without any notice to or the consent of any prior seller. (k) Seller (or prior seller) has received \$5,448.86 in respect of the Transferred Claim due to a distribution on April 17, 2012 (the "April Distribution"). Other than the April Distribution, no distributions, proceeds, assets, cash or other amounts have been received by Seller (or any prior seller) in respect of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.

5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser, and Seller shall cause all prior sellers to act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by

Seller: Capital Partners Securities Co., Ltd.
Buyer: UBS AG, London Branch
Proof of Claim: 62783.81
ISIN: XS0305127150

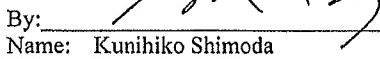
Seller (or any prior seller) to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

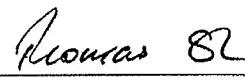
7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 6th day of July, 2012.

CAPITAL PARTNERS SECURITIES CO., LTD.

UBS AG, LONDON BRANCH

By: 
Name: Kunihiko Shimoda
Title: Executive Officer

By: 
Name: Thomas Shaw
Title: Director
Traded Products Legal

Address:

Capital Partners Securities Co., Ltd.
Asahi Building, 6th Floor
3-12-2, Nihonbashi, Chuo-ku,
Tokyo 103-0027
Japan

Address:

UBS AG, LONDON BRANCH
1 Finsbury Avenue
London
EC2M 2PP
England

By: 
Name: Peter Stickland
Title: Director
Traded Products Legal

Seller: Capital Partners Securities Co., Ltd.
Buyer: UBS AG, London Branch
Proof of Claim: 62783.81
ISIN: XS0305127150

Schedule 1

Transferred Claims

Purchased Claims

JPY40,000,000 of JPY 180,000,000 or 22.222222% of Seller's interest in, to and in connection with that claim that is referenced in the Proof of Claim with ISIN XS0305127150 as highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 100% of the claim that is referenced in the Proof of Claim to the extent that the ultimately allowed amounts of the Proof of Claim in respect thereof differs from the original amount, pursuant to this Agreement and Evidence of Transfer of Claim: Lehman Program Securities, Seller intends to transfer 22.222222% of Seller's interest in, to and in connection with that claim in respect of ISIN XS0305127150) together with interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount in JPY (USD equivalent)	Coupon	Maturity	Proof of Claim Number	Accrued Amount (as of Proof of Claim Filing Date)
JPY180,000,000 Fixed Rate and Index-Linked Mandatory Target Redemption Notes due July 3, 2037	XS0305127150	6045559	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 40,000,000 (USD 379,741)	Index-Linked Interest	July 3, 2037	62783.81	—

Seller: Capital Partners Securities Co., Ltd.
Buyer: UBS AG, London Branch
Proof of Claim: 62783.81
ISIN: XS0305127150

Schedule 2

United States Bankruptcy Court/Southern District of New York
 Lehman Brothers Holdings Claims Processing Center
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, P.O. Box 5076
 New York, NY 10150-5076

In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
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Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

Filed: USBC - Southern District of New York
 Lehman Brothers Holdings Inc., Et Al.
 08-13555 (JMP) 0000062783



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Lehman Brothers International (Europe) (in administration)
 25 Bank Street
 London
 E14 5LE
 United Kingdom
 Attn: Steven Anthony Pearson
 See attached for additional contact information

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: see attached Email Address: see attached

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ see attached (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): see attached (Required)

3. Provide the Clearstream Bank Blocking Number, Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: see attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: 97816 EUROCLEAR

(Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date. 10/29/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <i>MICHAEL JOHN ANDREW JERVIS</i> Administrator (acting as agent and without personal liability)
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FOR COURT USE ONLY

FILED / RECEIVED

NOV 02 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

MICHAEL JOHN ANDREW JERVIS
 Administrator (acting as agent and without personal liability)

**ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM
OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**

1. Lehman Brothers International (Europe) (in administration) (including all of its international branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.

3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.

7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.

8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.

9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.

11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.

12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.

13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.

14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.

15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf of its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.

17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.

18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.

19. By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.

20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.

21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration)
25 Bank Street
London
E14 5LE
United Kingdom
Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
Attn: Titia Holtz
Kiah Beverly-Graham
Phone: (212) 903-9000

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument Type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XSO384077103		97816 ZCB	Floating	5,000,000	USD	120,000,000	JPY	1,000.00	5,000,000
XSO37987887372	6045829	97816 ZCB	Floating	5,000,000	USD	100,000,000	JPY	1,000.00	5,000,000
XSO375585864	6045825	97816 ZCB	Floating	5,000,000	USD	200,000,000	JPY	0.005	100,000,000
XSO375585753	6045827	97816 ZCB	Floating	500,000,000	JPY	100,000,000	JPY	0.005	50,000,000
XSO3731724480	6045828	97816 ZCB	Floating	100,000,000	JPY	100,000,000	JPY	0.005	10,000,000
XSO386934660	6045822	97816 ZCB	Floating	70,000,000	JPY	70,000,000	JPY	0.005	7,000,000
XSO386926092	6045817	97816 Floating	Fixed	1,000,000,000	JPY	1,000,000,000	JPY	0.005	1,000,000,000
XSO386926045	6045820	97816 Floating	Fixed	6,722,000	USD	6,726,687	JPY	1,000	6,726,687
XSO386889444	6045824	97816 Floating	Fixed	100,000,000	JPY	100,000,000	JPY	0.005	10,000,000
XSO3868876848	6045818	97816 Floating	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO3868990500	6045816	97816 ZCB	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO387035682	6045812	97816 ZCB	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO387648472	6045809	97816 ZCB	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO387648514	6045814	97816 ZCB	Floating	10,000,000	NZD	10,000,000	JPY	0.057	7,000,000
XSO3872862059	6045813	97816 Floating	Floating	10,000,000	NZD	10,000,000	JPY	0.057	7,000,000
XSO3872862077	6045815	97816 Floating	Floating	10,000,000	NZD	10,000,000	JPY	0.057	7,000,000
XSO387278631	6045811	97816 Floating	Floating	10,000,000	NZD	10,000,000	JPY	0.057	7,000,000
XSO3867270774	6045804	97816 Floating	Floating	230,000,000	JPY	230,000,000	JPY	0.005	2,183,510
XSO386727082	6045802	97816 Floating	Floating	200,000,000	JPY	200,000,000	JPY	0.005	1,888,704
XSO386728224	6045803	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386728229	6045806	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO3865161779	6045807	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO385011096	6045801	97816 ZCB	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO385051874	6045808	97816 ZCB	Floating	8,000,000	AUD	8,000,000	JPY	0.005	6,450,000
XSO385070988	6045805	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386727084	6045802	97816 ZCB	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO386727094	6045798	97816 ZCB	Floating	200,000,000	JPY	200,000,000	JPY	0.005	1,888,704
XSO386727099	6045795	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386727097	6045796	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386464020	6045800	97816 Floating	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO3864640227	6045793	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386401340	6045792	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386307095	6045794	97816 Floating	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386307095	6045795	97816 ZCB	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO382863398	6045793	97816 Floating	Floating	200,000,000	JPY	200,000,000	JPY	0.005	1,888,704
XSO382376435	6045791	97816 ZCB	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO3836071074	6045788	97816 Floating	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO3836071044	6045774	97816 Floating	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386070396	6045722	97816 Fixed	Floating	120,000,000	JPY	120,000,000	JPY	0.005	11,192,222
XSO386070397	6045727	97816 ZCB	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386070398	6045733	97816 Fixed	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO386070399	6045778	97816 Fixed	Floating	5,000,000	AUD	5,000,000	JPY	0.005	4,031,250
XSO386070398	6045779	97816 Fixed	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386070396	6045780	97816 Fixed	Floating	100,000,000	JPY	113,982,340	JPY	0.005	1,011,336
XSO386070395	6045781	97816 Fixed	Floating	7,000,000	NZD	7,000,000	JPY	0.057	4,598,700
XSO386070394	6045782	97816 Fixed	Floating	5,000,000	USD	5,000,000	JPY	1.000	5,000,000
XSO386070393	6045783	97816 Fixed	Floating	7,000,000	AUD	7,000,000	JPY	0.005	5,643,750
XSO386070392	6045784	97816 Fixed	Floating	60,000,000	JPY	60,000,000	JPY	0.005	4,598,700
XSO386070391	6045785	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070390	6045786	97816 Fixed	Floating	350,000,000	JPY	350,000,000	JPY	0.005	3,322,732
XSO386070389	6045787	97816 Fixed	Floating	440,000,000	JPY	440,000,000	JPY	0.005	4,177,149
XSO386070388	6045788	97816 Fixed	Floating	3,027,650	USD	3,027,650	JPY	1.000	3,027,650
XSO386070387	6045789	97816 Fixed	Floating	120,000,000	JPY	120,000,000	JPY	0.005	11,192,222
XSO386070386	6045790	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070385	6045791	97816 Fixed	Floating	150,000,000	JPY	150,000,000	JPY	0.005	1,424,028
XSO386070384	6045792	97816 Fixed	Floating	1,000,000	USD	1,000,000	JPY	1.000	1,000,000
XSO386070383	6045793	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	9,483,521
XSO386070382	6045794	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070381	6045795	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070380	6045796	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070379	6045797	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070378	6045798	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070377	6045799	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070376	6045700	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070375	6045701	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070374	6045702	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070373	6045703	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070372	6045704	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070371	6045705	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070370	6045706	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070369	6045707	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070368	6045708	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070367	6045709	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070366	6045710	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070365	6045711	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070364	6045712	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070363	6045713	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070362	6045714	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070361	6045715	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070360	6045716	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070359	6045717	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070358	6045718	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070357	6045719	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070356	6045720	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070355	6045721	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070354	6045722	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070353	6045723	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070352	6045724	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070351	6045725	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070350	6045726	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070349	6045727	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070348	6045728	97816 Fixed	Floating	100,000,000	JPY	100,000,000	JPY	0.005	8,645,522
XSO386070347	6045729	97816 Fixed	Floating	100,000,000					

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
X\$0351627806	6045760	97816 Floating	400,000,000 JPY	7,000,000 NZD	7,000,000 AUD	400,000,000 0.0055	3,797,048	-	-
X\$0351358103	6045759	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	4,598,700	4,598,700	Yes
X\$0350895904	6045755	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350117064	6045758	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0051	4,596,700	4,596,700	Yes
X\$0350116026	6045753	97816 ZCB	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350975368	6045752	97816 Floating	280,000,000 JPY	400,000,000 NZD	400,000,000 AUD	280,000,000 0.0055	2,735,121	-	-
X\$0350842615	6045754	97816 Fixed	400,000,000 JPY	400,000,000 NZD	400,000,000 AUD	400,000,000 0.0055	3,797,048	3,797,048	Yes
X\$0350950931	6045751	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350838561	6045749	97816 Floating	50,000,000 JPY	50,000,000 NZD	50,000,000 AUD	50,000,000 0.0055	4,747,750	4,747,750	Yes
X\$0350985977	6045742	97816 Fixed	10,000,000 JPY	10,000,000 NZD	10,000,000 AUD	10,000,000 0.0055	10,052,720	10,052,720	Yes
X\$0350839616	6045740	97816 Floating	270,000,000 JPY	380,000,000 NZD	380,000,000 AUD	270,000,000 0.0055	2,563,251	2,563,251	Yes
X\$0350124984	6045741	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$03508414202	6045747	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$03504410193	6045748	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$03504410173	6045743	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350451716	6045745	97816 Floating	5,000,000 JPY	5,000,000 NZD	5,000,000 AUD	5,000,000 0.0053	4,031,250	4,031,250	Yes
X\$0350451791	6045741	97816 ZCB	5,000,000 JPY	5,000,000 NZD	5,000,000 AUD	5,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350451796	6045745	97816 ZCB	100,000,000 JPY	100,000,000 NZD	100,000,000 AUD	100,000,000 0.0055	92,517	-	-
X\$0350449970	6045742	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	7,187,002	7,187,002	Yes
X\$0350454908	6045744	97816 Floating	100,000,000 JPY	100,000,000 NZD	100,000,000 AUD	100,000,000 0.0055	94,952	-	-
X\$0350454911	6045734	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	4,598,700	4,598,700	Yes
X\$0350454922	6045732	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454935	6045735	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$03504410162	6045738	97816 Floating	5,000,000 JPY	5,000,000 NZD	5,000,000 AUD	5,000,000 0.0053	5,000,000	5,000,000	Yes
X\$0350449970	6045739	97816 ZCB	5,000,000 JPY	5,000,000 NZD	5,000,000 AUD	5,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454905	6045733	97816 Floating	500,000,000 JPY	500,000,000 NZD	500,000,000 AUD	500,000,000 0.0055	47,677,857	47,677,857	Yes
X\$0350454902	6045732	97816 Floating	500,000,000 JPY	500,000,000 NZD	500,000,000 AUD	500,000,000 0.0055	47,677,857	47,677,857	Yes
X\$0350454904	6045730	97816 Floating	500,000,000 JPY	500,000,000 NZD	500,000,000 AUD	500,000,000 0.0055	47,677,857	47,677,857	Yes
X\$0350454906	6045729	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350454907	6045728	97816 Fixed	18,000,000 JPY	18,000,000 NZD	18,000,000 AUD	18,000,000 0.0055	18,000,000	18,000,000	Yes
X\$0350454900	6045726	97816 Floating	8,000,000 JPY	8,000,000 NZD	8,000,000 AUD	8,000,000 0.0053	6,450,000	6,450,000	Yes
X\$0350454905	6045725	97816 ZCB	8,000,000 JPY	8,000,000 NZD	8,000,000 AUD	8,000,000 0.0053	6,453,750	6,453,750	Yes
X\$0350454927	6045724	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350454924	6045723	97816 Floating	8,000,000 JPY	8,000,000 NZD	8,000,000 AUD	8,000,000 0.0053	6,453,750	6,453,750	Yes
X\$0350454921	6045722	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350454920	6045721	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454922	6045720	97816 ZCB	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454921	6045719	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454927	6045718	97816 Floating	100,000,000 JPY	100,000,000 NZD	100,000,000 AUD	100,000,000 0.0055	94,932	-	-
X\$0350454925	6045717	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454926	6045716	97816 Fixed	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0053	5,643,750	5,643,750	Yes
X\$0350454927	6045715	97816 ZCB	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454920	6045714	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454921	6045713	97816 ZCB	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454922	6045712	97816 Floating	10,000,000 JPY	10,000,000 NZD	10,000,000 AUD	10,000,000 0.0055	9,196,450	-	-
X\$0350454921	6045711	97816 ZCB	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454920	6045710	97816 Floating	14,000,000 JPY	14,000,000 NZD	14,000,000 AUD	14,000,000 0.0055	11,207,500	11,207,500	Yes
X\$0350454922	6045709	97816 Floating	190,000,000 JPY	190,000,000 NZD	190,000,000 AUD	190,000,000 0.0055	18,003,768	-	-
X\$0350454923	6045708	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454924	6045707	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454925	6045706	97816 Floating	40,000,000 JPY	40,000,000 NZD	40,000,000 AUD	40,000,000 0.0055	40,047,222	40,047,222	Yes
X\$0350454926	6045705	97816 Floating	40,000,000 JPY	40,000,000 NZD	40,000,000 AUD	40,000,000 0.0055	30,035,417	30,035,417	Yes
X\$0350454927	6045704	97816 Floating	40,000,000 JPY	40,000,000 NZD	40,000,000 AUD	40,000,000 0.0055	40,047,222	40,047,222	Yes
X\$0350454928	6045703	97816 Floating	100,000,000 JPY	100,000,000 NZD	100,000,000 AUD	100,000,000 0.0055	102,222	-	-
X\$0350454929	6045702	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454930	6045701	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454931	6045700	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454932	6045699	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454933	6045698	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454934	6045697	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454935	6045696	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454936	6045695	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454937	6045694	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454938	6045693	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454939	6045692	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454940	6045691	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454941	6045690	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454942	6045689	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454943	6045688	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454944	6045687	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454945	6045686	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454946	6045685	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454947	6045684	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454948	6045683	97816 Floating	7,000,000 JPY	7,000,000 NZD	7,000,000 AUD	7,000,000 0.0055	5,643,750	5,643,750	Yes
X\$0350454949	6045682	97816 Floating	7,000,000 JPY	7,000,000 NZD					

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/05/2012	Valuation - USD Equivalent	Includes Coupon Interest Accrual
X\$03216186012		6045507	97816 Floating	300,000,000	JPY	300,000,000	0.0005	2,843,656	
X\$0320745028		6045608	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0320745025		6045604	97816 Floating	160,000,000	JPY	160,000,000	0.0005	1,518,943	
X\$0319836980		6045605	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0319832732		6045606	97816 Floating	7,000,000	AUD	7,000,000	0.0005	2,843,656	
X\$0319832575		6045603	97816 Floating	300,000,000	JPY	300,000,000	0.0005	3,570,000	
X\$0319830339		6045606	97816 Floating	4,390,000	USD	4,390,000	1.0000	4,390,000	
X\$0319158702		6045509	97816 Floating	710,000,000	JPY	710,000,000	0.0005	6,745,081	Yes
X\$0319158504		6045501	97816 Floating	200,000,000	JPY	200,000,000	0.0005	1,898,704	
X\$0318589056		6045524	97816 Floating	500,000,000	JPY	500,000,000	0.0005	4,732,035	
X\$0318586300		6045526	97816 Floating	180,000,000	JPY	180,000,000	0.0005	1,645,667	
X\$0317981981		6045507	97816 Floating	100,000,000	JPY	100,000,000	0.0005	983,382	
X\$0316951856		6045508	97816 Floating	1,000,000	AUD	1,000,000	0.0003	988,552	
X\$0316951925		6045503	97816 Floating	7,000,000	AUD	7,000,000	0.0003	6,662,500	
X\$0316816650		6045525	97816 Floating	220,000,000	JPY	220,000,000	0.0005	5,643,750	
X\$0316816650		6045528	97816 Floating	100,000,000	JPY	100,000,000	0.0005	988,552	
X\$0315418134		6045500	97816 Floating	1,000,000	JPY	1,000,000,000	0.0005	9,493,321	
X\$0315450639		6045501	97816 Floating	1,100,000	AUD	1,100,000	0.0003	886,875	
X\$0314747105		6045506	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0313950301		6045504	97816 Floating	3,000,000	USD	3,000,000	1.0000	3,040,000	
X\$0313785014		6045506	97816 ZCB	4,500,000	USD	4,500,000	1.0000	4,500,000	
X\$0313584458		6045507	97816 Floating	100,000,000	JPY	101,333,333	0.0005	982,010	
X\$0313571764		6045508	97816 Floating	3,500,000	USD	3,500,000	1.0000	3,500,000	
X\$0313509862		6045531	97816 Floating	3,360,000	USD	3,360,000	1.0000	3,360,000	
X\$0313202729		6045530	97816 Floating	150,000,000	JPY	150,000,000	0.0005	1,587,175	
X\$0313202727		6045578	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0312428669		6045577	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0312057452		6045579	97816 Floating	110,000,000	JPY	110,000,000	0.0005	1,044,287	
X\$0311754963		6045571	97816 Floating	51,982,600	JPY	51,982,600	0.0005	493,486	
X\$0311740582		6045573	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0311684543		6045574	97816 Floating	100,000,000	JPY	100,000,000	0.0005	989,352	
X\$0311010652		6045570	97816 Floating	2,750,000	USD	2,750,000	1.0000	2,750,000	
X\$0310865803		6045572	97816 Floating	100,000,000	JPY	100,000,000	0.0005	949,352	
X\$0309656201		6045568	97816 Floating	452,000,000	JPY	452,000,000	0.0005	4,324,446	
X\$0309656202		6045575	97816 Floating	1,100,000	USD	1,100,000	1.0000	1,100,000	
X\$0309656202		6045576	97816 ZCB	7,000,000	USD	7,000,000	0.0003	5,643,750	
X\$0309709797		6045591	97816 Floating	257,000,000	USD	257,000,000	1.0000	2,510,000	
X\$0309363519		6045582	97816 Floating	300,000,000	JPY	300,000,000	0.0005	312,600,000	
X\$0306227436		6045546	97816 Floating	100,000,000	JPY	100,000,000	0.0005	998,352	
X\$0309186731		6045580	97816 Floating	300,000,000	JPY	308,715,000	0.0005	2,930,782	
X\$0309186145		6045503	97816 ZCB	1,740,000	USD	1,740,000	1.0000	1,740,000	
X\$0308022833		6045504	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$03070904830		6045587	97816 Floating	130,000,000	JPY	130,000,000	0.0005	1,246,070	
X\$03070904831		6045538	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$03070903372		6045557	97816 Fixed	100,000,000	JPY	100,000,000	0.0005	9,493,521	
X\$03070903372		6045554	97816 Floating	200,000,000	JPY	205,416,657	0.0005	1,936,127	
X\$03070903372		6045553	97816 Floating	180,000,000	JPY	180,000,000	0.0005	1,706,834	
X\$030585127763		6045552	97816 Floating	50,000,000	JPY	50,000,000	0.0005	4,742,676	
X\$030585127765		6045553	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0305864184		6045550	97816 ZCB	50,592,000	JPY	50,592,000	0.0005	480,246	
X\$0305864184		6045548	97816 Floating	1,000,000,000	JPY	1,000,000,000	0.0005	9,493,521	
X\$0305572217		6045547	97816 Floating	500,000,000	JPY	500,000,000	0.0005	4,746,760	
X\$0303531700		6045551	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0303531700		6045542	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0303531700		6045541	97816 Floating	320,000,000	USD	357,200,000	1.0000	357,200,000	
X\$0302264535		6045543	97816 Floating	200,000,000	JPY	205,625,000	0.0005	1,936,275	
X\$0302119632		6045544	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0300511513		6045546	97816 Floating	8,000,000	AUD	8,000,000	0.0003	6,440,000	
X\$0300494296		6045545	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0300494296		6045549	97816 Floating	2,000,000	AUD	2,000,000	0.0003	1,898,704	
X\$0299361099		6045550	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0299361099		6045551	97816 Floating	500,000,000	JPY	500,000,000	0.0005	5,643,750	
X\$0298612687		6045536	97816 ZCB	500,000,000	JPY	500,000,000	0.0005	4,746,760	
X\$0298612687		6045537	97816 Floating	500,000,000	JPY	500,000,000	0.0005	4,746,760	
X\$0298201988		6045534	97816 ZCB	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0297915117		6045534	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	
X\$0297915117		6045532	97816 ZCB	200,000,000	JPY	200,000,000	0.0005	1,898,704	
X\$0297915117		6045533	97816 Floating	7,000,000	AUD	7,000,000	0.0003	5,643,750	

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/05/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrued
X\$028587107		6045330	97816 Floating	773,000,000	JPY	70,444,028	0.005	1,675,565	Yes
X\$0285002231		6045331	97816 Floating	100,000,000	JPY	102,625,000	0.005	97,427,73	Yes
X\$0284240553		6045332	97816 ZCB	7,000,000	AUD	7,000,000	0.8033	5,643,750	-
X\$028222776		6045324	97816 Floating	100,000,000	JPY	100,000,000	0.005	94,352	Yes
X\$0281673122		6045328	97816 Floating	120,000,000	JPY	123,306,687	0.005	1,170,614	-
X\$028089984		6045326	97816 Floating	50,000,000	JPY	51,811,111	0.005	482,819	Yes
X\$0280093847		6045325	97816 Floating	50,000,000	JPY	50,514,167	0.005	475,217	Yes
X\$0280893848		6045323	97816 Floating	100,000,000	JPY	100,000,000	0.005	94,352	-
X\$0288537144		6045321	97816 Floating	80,000,000	JPY	80,000,000	0.005	854,417	-
X\$0288537145		6045317	97816 Floating	50,000,000	JPY	47,487,6	0.005	42,487,6	-
X\$0288537146		6045320	97816 Floating	300,000,000	JPY	388,550,000	0.005	3,244,031	Yes
X\$02787973045		6045316	97816 Floating	3,000,000	USD	3,000,000	1.000	3,000,000	-
X\$02787973532		6045319	97816 Floating	40,000,000	JPY	40,000,000	0.005	3,862,343	-
X\$0278590558		6045318	97816 Floating	100,000,000	JPY	102,855,558	0.005	977,411	Yes
X\$027475072		6045315	97816 Floating	100,000,000	JPY	100,000,000	0.005	948,352	-
X\$027291538		6045313	97816 Floating	50,000,000	JPY	50,700,000	0.005	481,321	Yes
X\$0272543690		6045312	97816 ZCB	300,000	EUR	300,000	1.4184	425,520	-
X\$0272080457		6045310	97816 Floating	1,000,000,000	JPY	1,000,000,000	0.005	9,493,521	-
X\$0271183285		6045312	97816 ZCB	7,000,000	AUD	7,000,000	0.8033	5,643,750	-
X\$0270520117		6045314	97816 Floating	100,000,000	JPY	105,765,833	0.005	1,004,375	Yes
X\$0268567256		6045309	97816 Floating	200,000,000	JPY	200,000,000	0.005	1,898,704	-
X\$0268567259		6045307	97816 Floating	100,000,000	JPY	100,000,000	0.005	948,352	-
X\$0268624163		6045308	97816 Floating	100,000,000	JPY	101,408,333	0.005	982,722	Yes
X\$0268625199		6045306	97816 Floating	50,000,000	JPY	50,085,558	0.005	475,488	-
X\$0264130398		6045305	97816 Floating	50,000,000	AUD	50,000,000	0.8033	4,031,250	-
X\$0264130397		6045304	97816 ZCB	18,500,000	EUR	18,500,000	1.4184	23,453,800	-
X\$0262858374		6045331	97816 ZCB	5,000,000	AUD	5,000,000	0.8033	4,031,250	-
X\$026161474		6045320	97816 Floating	5,000,000	AUD	5,000,000	0.8033	4,031,250	-
X\$0260439210		6045301	97816 Floating	10,000,000	USD	10,000,000	1.000	10,000,000	-
X\$0260439212		6045322	97816 Floating	10,000,000	JPY	10,000,000,000	0.005	9,493,521	-
X\$025732352		6045303	97816 Floating	10,000,000	USD	10,000,000	1.000	10,000,000	-
X\$0256973257		6045304	97816 Floating	10,000,000	USD	10,000,000	1.000	10,000,000	-
X\$0253971796		6050155	97816 Floating	3,000,000	USD	3,000,000	1.000	3,000,000	-
X\$0252835110		6045305	97816 ZCB	8,500,000	EUR	8,500,000	1.4184	13,474,800	-
X\$0243920143		6045300	97816 Fixed	550,000	USD	550,000	0.8033	553,453	Yes
X\$0243069006		6045309	97816 Floating	100,000,000	JPY	101,041,467	0.005	98,241	Yes
X\$024346592		6045302	97816 ZCB	3,200,000	EUR	3,200,000	1.4184	4,538,680	-
X\$024346593		6045303	97816 Fixed	1,000,000	USD	1,000,000	0.8033	1,046,550	Yes
X\$0207897199		6045348	97816 ZCB	8,400,000	USD	8,400,000	1.4184	8,400,000	-
X\$0178852728		6045300	97816 Floating	4,280,000	EUR	4,280,000	0.005	4,746,760	-
X\$0178852737		6045348	97816 ZCB	500,000,000	JPY	500,000,000	0.005	474,865	-
X\$0105717586		6045347	97816 Floating						

Where possible, accrued interest has been calculated for Paid and Floating Date Notes. In some instances this has not been possible due to lack of information at the time of submission.
BIE reserves all rights with respect to all valuations including as to accrued interest.

Grand Total
2,084,741,055

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